

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308763

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Black Family Vineyard LLC		03/31/2014	LIMITED LIABILITY COMPANY: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Foley Family Wines, Inc.		
<b>Street Address:</b>	10300 Chalk Hill Road		
<b>City:</b>	Healdsburg		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95448		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86073717		
<b>Registration Number:</b>	3277428	DOE RIDGE	
<b>Registration Number:</b>	3036865	FOUR GRACES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127682		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(314) 444-7600		
<b>Email:</b>	jgreenberg@lewisrice.com		
<b>Correspondent Name:</b>	John B. Greenberg		
<b>Address Line 1:</b>	600 Washington Avenue		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	John B. Greenberg, attorney		
<b>SIGNATURE:</b>	/John B. Greenberg/		
<b>DATE SIGNED:</b>	06/26/2014		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“**Assignment**”) is dated March 31, 2014 (“**Effective Date**”) and is between Black Family Vineyard LLC, an Oregon limited liability company (“**Assignor**”) and Foley Family Wines, Inc., a Delaware corporation (“**Assignee**”).

### RECITALS

Assignor and Assignee entered into an Asset Purchase Agreement dated February 20, 2014 (the “**Purchase Agreement**”). Pursuant to the Purchase Agreement, Assignor is selling substantially all of its assets to Assignee. Assignor wishes to assign to the Assignee all of Assignee’s right, title and interest in, to and under the intellectual property listed on Schedule A hereto (the “**Assigned Marks**”). This Assignment is intended by the parties to be a confirmatory assignment for purposes of recording the ownership transfer with the U.S. Patent and Trademark Office and applicable foreign trademark offices. Capitalized terms used in this Assignment that are not defined have the meanings given to them in the Purchase Agreement.

### AGREEMENT

The Parties agree as follows:

1. Subject to the terms of the Purchase Agreement, Assignor hereby assigns to Assignee, Assignor’s entire right, title and interest in and to the Assigned Marks together with the goodwill of the business symbolized by the Assigned Marks, with all rights of action, powers and benefit to the Assigned Marks, due or accrued, including the right to sue for and recover in the Assignee’s own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Assigned Marks, or injury to the related goodwill.
2. Assignor further agrees to execute any and all documents and to do all other things reasonably requested by Assignee, in each case at Assignee’s expense, in order to make all necessary or desirable filings and recordations before relevant governmental authorities and to vest more fully in Assignee any and all ownership rights in the Assigned Marks hereby transferred.
3. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.
4. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of Oregon, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws of such State.
5. This Assignment may be executed in any number of counterparts with the same effect as if the signatures thereto were upon one instrument.

The parties hereto have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**


**BLACK FAMILY VINEYARD LLC**

**FOLEY FAMILY WINES, INC.**

By: Black Family Trust dtd 3/21/01, its  
Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

By:   
\_\_\_\_\_  
Steven L. Black, Co-Trustee

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Paula M. Black, Co-Trustee

The parties hereto have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

**BLACK FAMILY VINEYARD LLC**

**FOLEY FAMILY WINES, INC.**

By: Black Family Trust dtd 3/21/01, its  
Sole Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Steven L. Black, Co-Trustee

Title:

By: Paula M. Black  
Paula M. Black, Co-Trustee

The parties hereto have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

**BLACK FAMILY VINEYARD LLC**

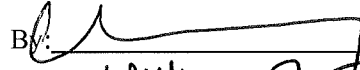
By: Black Family Trust dtd 3/21/01, its  
Sole Member

By: \_\_\_\_\_  
Steven L. Black, Co-Trustee

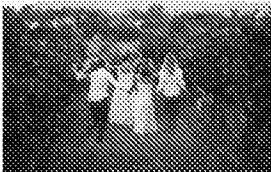
By: \_\_\_\_\_  
Paula M. Black, Co-Trustee

**ASSIGNEE:**

**FOLEY FAMILY WINES, INC.**

By:   
Name: William P. Foley II  
Title: CEO

Schedule A to Trademark Assignment

MARK	APPLICATION NO. & FILING DATE REGISTRATION NO. & REGISTRATION DATE	GOODS/SERVICES	STATUS	UPCOMING DEADLINES, NOTES & COMMENTS
	86/073717 September 24, 2013	Class 33: Wine.	Pending	Optional foreign filing deadline due March 24, 2014 Response to Office Action is due July 8, 2014
DOE RIDGE	78/719724 September 23, 2005  3,277,428 August 7, 2007	Class 33: Wine.	Registered	First Renewal due August 7, 2017
FOUR GRACES	78/476357 August 31, 2004  3,036,865 December 27, 2005	Class 33: Wine.	Registered	First Renewal due December 27, 2015